



Request For Proposal for Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF)

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RFP HS 07-04

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- A – Summary of Welfare and Institutions Code 16507.7
- B1 – Complaint and Grievance Procedure
- B2 – Complaint and Grievance Procedure (Spanish)
- C – Program Services and Targets for Fiscal Year 2008-2009
- D – Program Budget
- E – RFP Checklist

I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Children's Services in conjunction with the Children's Policy Council, hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and firms to provide Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) services, under a cost-reimbursement agreement for the one-year period of July 1, 2008 through June 30, 2009. The County may, but is not obligated to extend awarded contract(s) for up to two additional one-year period(s) contingent on the availability of funds and Contractor performance. An amount not to exceed \$3,000,000 has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Meet other presentation and participation requirements listed in this RFP.

C. Proposal Conference

A proposal conference will be held at Behavioral Health Resource Center, Auditorium, 850 E. Foothill Blvd., Rialto, CA at 10:00 a.m. on Wednesday, January 23, 2008. Attendance at the conference is non-mandatory; however, proposers are strongly encouraged to attend.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFP HS 07-04)
150 South Lena Road
San Bernardino, CA 92415-0515

Lisa Ordaz, (909) 388-0222, and E-mail at lordaz@hss.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on Wednesday, March 12, 2008. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT TIMELINE

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|----|---|--|
| A. | Proposal Conference | 10:00 a.m. Wednesday, January 23, 2008 |
| B. | Deadline for submission of questions | 4:00 p.m. Friday, February 1, 2008 |
| C. | Deadline for proposals | 4:00 p.m. Wednesday, March 12, 2008 |
| D. | Tentative date for Mailing Award/Denial Letters | Monday, April 28, 2008 |
| E. | Tentative Deadline for protests | Thursday, May 8, 2008 |
| F. | Tentative date for awarding of Contract(s) | Tuesday, May 20, 2008 |
| G. | Tentative Start Date for Contract(s) | Tuesday, July 1, 2008 |

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on Federal, State, and County funding. This RFP does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Proposal Confidentiality

Proposers should be aware that proposal responses are subject to the California Public Records Act (Government Code Section 6250 et seq.). If any Proposer's proposal contains trade secrets or other information, which is proprietary by law, the Proposer must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Proposer has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Proposer of the request. The Proposer will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of referrals can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. AB 636 (2001) – Legislation enacting the Child Welfare System Improvement and Accountability Act of 2001. (W & I Code Section 10601.2)
2. AB 1733 (1982) – Legislation providing State funds to the counties for Child Abuse Prevention, Intervention, and Treatment services. (W & I Code Section 18960 et seq.)
3. AB 2994 (1982) – Legislation charging additional fees for copies of birth certificates to be used at the counties' discretion for child abuse prevention and intervention. (W & I Code Section 18965 et seq.)
4. Adoption Promotion and Support Services – Services designed to encourage more adoptions out of the foster care system, when adoptions promote the best interests of children, including such activities as pre- and post-adoptive services designed to expedite the adoption process and support adoptive families.
5. CAPIT – The acronym for Child Abuse Prevention, Intervention and Treatment, which is a State-funded program that is augmented with County birth certificate funds.
6. CDSS – The acronym for the California Department of Social Services.
7. Child – An individual, male or female under the age of eighteen.
8. Client – An individual, adult or child, who by consent or court order, receives treatment, prevention or educational services from the service provider and is a victim, potential victim, perpetrator of child abuse and/or neglect, or a non-protecting parent of one of said victims, potential victim, or perpetrator.
9. Collaboration – A process that involves exchanging information, aligning activities, sharing resources and enhancing the capacity of one another to achieve mutual benefits and a common purpose by sharing responsibilities, resources, risks and rewards. Often collaborations form public and private partnerships, and include representation from the population to be served. They meet regularly, working together in small groups, often performing different tasks and roles to achieve a common objective.
10. Culturally Sensitive – The acceptance and understanding of cultural mores and their possible influence on the client's problem and or behavior.
11. DCS – The acronym for the Department of Children's Services.
12. Efforts to Outcomes (ETO ®) – A social services model software database with capability to capture client referral, progress, and completion data as well as generate reports to determine program performance.
13. Family – Any combination of individuals related by blood, marriage, adoption, legal custody, legal guardianship or non-related extended family members. Families may define their own "family" and this self-definition may include non-related members.
14. Family Preservation Services – Services typically designed to help families alleviate crisis that might lead to out-of-home placement of children; maintaining

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the safety of children in their own homes; supporting families preparing to reunify or adopt; and assisting families in obtaining services and other support necessary to address their multiple needs. (If a child cannot be protected from harm without placement or the family does not have adequate strengths on which to build, services to preserve that family are not appropriate.)

15. Family Resource Center – A facility conveniently located in the community where families or anyone in need, can access a variety of programs and services. Services provided should be comprehensive and integrated.
16. Family Support Home Visiting – A service delivery model for bringing services to the clients' homes. Services may include, but are not limited to, counseling, basic life-skills and self-sufficiency training, referral and linkage, case management, mediation and conflict resolution, and pre-placement family conferencing. Some of these services may be integrated with nurse home visiting services. Services provided should be intensive, focused, and outcome-oriented.
17. Family Support Services (General) – Activities designed to assist families in utilizing available resources and opportunities in their community. These services include, but are not limited to, counseling, self-sufficiency training, referral and linkage, mediation and conflict resolution.
18. Family Support Services (Hard Goods) – Other Family Support Services offered might include "hard goods" such as temporary housing, car repairs, clothing, bedding and appliances.
19. Group Therapy – Offers unique opportunities to work on relationship issues, such as trust, individuation, and self-responsibility. It may be used as an adjunct to other types of treatment and support for maltreating parents. Group therapy is designed to enhance interpersonal communication.
20. HS – The acronym for San Bernardino County Human Services, which oversees the eight Human Services Departments and fosters concern for social programs within the County and communities as a whole.
21. Impact Evaluation – Captures demographic, services and assessment, client and social worker follow-up, and client engagement data.
22. Individual Therapy – Ranges from insight-oriented psychotherapy to various behavioral treatment strategies. In determining the specific type of individual therapy, caseworkers must consider the family's or individual's current situation, their ability to verbalize feelings and their capacity to make changes in their lives. Some of the issues to be addressed in individual therapy are: past history of abuse; attitudes toward violence; cognitive patterns; anger/impulse control; sexuality; managing stress; and substance abuse.
23. Nurse In-Home Services – Requires a nurse to provide in-home services that include, but are not limited to, health education, child development training, basic parenting skills training, referral and linkage, and basic life skills training. Services should be intensive, focused, and outcome-oriented.
24. OCAP – The acronym for the Office of Child Abuse Prevention. A division of the California State Department of Social Services (CDSS) which is responsible for

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awarding AB 1733 funds to participating counties to be used for implementation of local child abuse prevention, intervention, and treatment programs.

25. Outcomes – An indicator that measures the results of treatment and/or services provided to clients and/or families.

26. Parent/Child Interactive Therapy – Pertains to intensive positive interaction training involving the use of live coaching and incorporates both parent and child within the treatment session. The UC Davis model is considered best practice for this type of service.

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27. Parenting Skills Program – Child development, home management and consumer education provided through social services and/or specialized formal instruction and practice in parenting skill achievement in accordance with the Welfare and Institutions Code, Section 16507.7. Program can be targeted to adults and/or pregnant/parenting teens.

28. Prevention Services – The school-based or community-based provision of educational, supportive or informational services which promote awareness and/or increase the functionality of families where the potential for child abuse and neglect exists.

29. PSSF – The acronym for Promoting Safe and Stable Families. A federally funded program to provide family support, family preservation, time-limited reunification, and other services to promote and support adoptions.

30. Referral and linkage services – Information, referral, and coordination, which results in an effective and satisfactory connection between the referred person/family and the agency/provider to which they were referred.

31. Relative – An individual who is related to the child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is preceded by the words "great", "great-great", or "grand", or the spouse of any of these persons, even if the marriage was terminated by death or dissolution.

32. Relative Caretaker – A relative other than the birth parent(s) who takes on the primary responsibility of rearing a child. Also known as a Kin-Care provider.

33. Request for Proposals – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

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34. San Bernardino County Children's Network (Policy Council) – An organization of the County of San Bernardino composed of department heads of multiple County agencies (and representatives from outside the County government structure) that provide services to children and/or administer programs that provide such services. The purpose of the organization is to provide leadership in the development of comprehensive community services to children and youth.

35. System Improvement Plan (SIP) – The AB 636 SIP is an agreement between the San Bernardino County Board of Supervisors and the California Department of Social Services, stating that the County is dedicated to improving safety,

permanency, and well-being outcomes for children and families that have come to the attention of child Welfare Services through a plan of improvement goals, strategies and milestones. In 2007, the County's areas of improvement are rate of re-entry into foster care, timeliness to adoptions, children transitioning to self-sufficient adulthood, and fairness and equity.

36. Service Hours – Pertains to the amount of therapist's/facilitator's time spent on a service type.
37. Target Population – The group of individuals with common characteristics that define them as a victim, potential victim, perpetrator or non-protecting parent of child abuse and/or neglect and require services that provide family support, family preservation, time-limited family reunification, and adoption support.
38. Time Limited Reunification Services – Services provided to a child who is removed from the child's home by the Juvenile Court and placed in a foster family home or a child care institution. These services are also for the parents or primary caregiver of such a child, in order to facilitate the reunification of the child safely and appropriately, but only during the 18-month period that begins on the date that the child is considered to have entered foster care. Time-limited family reunification services include individual, group and family counseling; inpatient, residential, or outpatient substance abuse treatment services; mental health services; assistance to address domestic violence; temporary child care and therapeutic services for families, including crisis nurseries; and transportation to and from any of the above services

B. Reference Documents

Human Services has copies of the following materials available for review:

1. Americans with Disabilities Act [<http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>]
2. California Department of Social Services Manual of Policies and Procedures Division 21 and Division 23, Sections 600, 602, and 604 [http://www.dss.cahwnet.gov/ord/cdssmanual_240.htm]
3. Clean Air Act (42 USC 7606) [<http://www4.law.cornell.edu/uscode/html/uscode42>]
4. Clean Water Act (33 USC 1368) [<http://www4.law.cornell.edu/uscode/html/uscode33>]
5. Environmental Tobacco Smoke (20 USC 6081 et seq.), also known as the Pro-Children Act of 1994 [<http://www4.law.cornell.edu/uscode/html/uscode20>]
6. Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250 [<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>]
7. Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 32) [<http://www4.law.cornell.edu/cfr>]
8. Executive Order 12549 and Debarment, Suspension, And Other Responsibility Matters (45 CFR, Part 76) [<http://www4.law.cornell.edu/cfr>]
9. Government Code 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
10. Government Code 87100 et seq. [<http://www.leginfo.ca.gov/calaw.html>]

11. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
12. Penal Code 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
13. San Bernardino County Policy (11-10) - Recycled products
14. State Energy Conservation Plan (California Code of Regulations Title 20, Division 2, Chapter 4) [<http://ccr.oal.ca.gov/default.htm>]
15. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
16. Welfare and Institutions Code, Section 10000 [<http://www.leginfo.ca.gov/calaw.html>]
17. Welfare and Institutions Code, Section 10601.2 (2001) [<http://www.leginfo.ca.gov/calaw.html>]
18. Welfare and Institutions Code, Section 16600 – 16605 [<http://www.leginfo.ca.gov/calaw.html>]
19. Welfare and Institutions Code, Section 18960 (AB 1733 (1982)) [<http://www.leginfo.ca.gov/calaw.html>]
20. Welfare and Institutions Code, Sections 18965 et seq. (AB 2994 1982)) [<http://www.leginfo.ca.gov/calaw.html>]
21. Welfare and Institutions Code, Section 18967 [<http://www.leginfo.ca.gov/calaw.html>]
22. Welfare and Institutions Code, Section 16507.7 [<http://www.leginfo.ca.gov/calaw.html>]
23. Federal Regulations (41 Code 60, 1.40) [<http://www.leginfo.ca.gov/calaw.html>]
24. Federal Public Law 105-89, the Adoptions and Safe Families Act of 1997, Title IV-B, Subpart 2 [http://www.ssa.gov/OP_Home/ssact/title04/0430.htm]

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contracts Unit office.

C. Background

Each year, the County investigates allegations of abuse and neglect to more than 50,000 children. The major goal of the Child Welfare Services system is to protect and promote the welfare of all children by preventing and/or remedying neglect, abuse, or exploitation of children and adults unable to protect their own interest or preserving, rehabilitating, or reuniting families. To accomplish this goal, it is often necessary that the entire family unit participate in programs and services that will improve their emotional and psychosocial well-being and prevent future individual and family crisis/abuse.

Needs assessments conducted by the County indicate that families and communities require and desire conveniently located facilities where comprehensive and supplemental services can be easily accessed.

The County is seeking proposals from agencies to provide services and activities listed herein through evidence-based models that fit DCS' goal to improve outcomes for child safety, permanency, and family and child well-being.

D. Program Description

1. Program goals include the following:
 - a. CAPIT – Protect and promote the welfare of all children by preventing and/or remedying problems that result in, or have resulted from, neglect or abuse; and help biological and adoptive families stay together in order to avoid having children removed from their homes.
 - b. PSSF – Prevent the unnecessary separation of children from their families; improve the quality of care and services of children and their families; and ensure permanence for children by reuniting them with their parents, by adoption, or by another permanent living arrangement.
2. Program Requirements – Service parameters include but are not limited to:
 - a. Providing services throughout the County at facilities that are conveniently located and easily accessible.
 - b. Collaborating with other community agencies to provide culturally-competent and sensitive, user-friendly and seamless family support services.
 - c. Developing and maintaining professional relationships with all clients served by the agency.
 - d. Identifying and providing services to isolated families.
 - e. Providing high quality home visiting programs based on evidence-based models of best practice.
 - f. Preventing placement of a child in the Foster Care System.
 - g. Enhancing family maintenance plans by assisting children and families to resolve crisis and utilize needed services.
 - h. Encouraging safe and appropriate family reunification.
 - i. Strengthening the ability of parents and/or caretakers to create stable and nurturing home environments supportive of healthy child development.
 - j. Providing parent-child interactive therapy services based on research-based models of best practice.
 - k. Providing nurse home visiting services based on evidence-based models of best practice.
 - l. Encouraging prevention and educational programs through non-profit agencies.
 - m. Measuring goal achievement by quantifiable outcomes, i.e. improving child safety, permanency, and family and child well-being, through utilization of the Efforts to Outcomes (ETO ®) software.

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3. Program Services

The following types of services may be offered in either a Family Resource Center facility setting (See item 5 below for a detailed explanation of Family Resource Centers) or in other community-based environments.

a. Core and Essential Services

- 1) Parenting skills training (such as classes, support groups, peer-to-peer) that must comply with W&I Code Section 16507.7 (Attachment A)
- 2) Child enrichment and child therapy
- 3) Basic life skills and advocacy (such as adult and teen anger and stress management, mediation and conflict resolution, and communication skills)
- 4) Case management (relationship building and engagement, screening and assessment, service plan, linkages, service implementation and coordination, advocacy, and monitoring and evaluation)
- 5) Resource, information, and referral (links to community resources and services)
- 6) Crisis intervention
- 7) Individual, group, and family therapy
- 8) In-home family support based on best practice models
- 9) Parent-Child Interactive Therapy
- 10) Nurse in-home services based on best practice models
- 11) Substance abuse counseling and treatment

b. Other Services

- 1) Family health and wellness (such as health and dental services, onsite outreach, and mental health programs)
- 2) Family economics and self-sufficiency (such as job preparation and search, budgeting, and food preparation)
- 3) Family literacy and education support (such as tutoring, mentoring, ESL, GED prep, and computer/vocational education)
- 4) Team decision-making (in conjunction with DCS)
- 5) Adoption and post-adoption information and services
- 6) Domestic violence assistance services
- 7) Pre-placement family conferencing services
- 8) Mediation and conflict resolution services

- 9) Youth development (independent living skills, mentoring, after-school activities, community services, and family recreational activities)
 - 10) Child development activities
 - 11) Transportation services
 - 12) Legal advocacy services
4. Family Support Services
- a. Hard goods

Service providers of hard goods will be responsible for item purchase, delivery, verification, and invoicing for reimbursement of the cost of the item(s) provided and includes the following type(s) of services:

 - 1) Rental Assistance/Deposits
 - 2) Utility Assistance/Deposits
 - 3) Vehicle Repair (limited to safety repairs i.e. brakes, lights, tires, etc)
 - 4) Funding for Training/Books/Classes
 - 5) School related expenses
 - 6) Clothing Vouchers
 - 7) Hard Goods (includes but not limited to beds, dressers, dinette sets, blankets, sheets and/or pillows, various appliances, etc)
 - 8) Baby/Toddler Items (includes but not limited to cribs, strollers, car seats, etc)
 - 9) Temporary Housing (motel/hotel vouchers)
 - 10) Food Vouchers
 - 11) Gas Vouchers
 - 12) Medical/non-prescription
 - b. Housing Advocate

Service providers are requested to hire a housing advocate, who will be responsible for helping DCS families obtain sustainable, affordable housing. This person will act as a liaison between DCS families, Social Workers, and the housing resources in the community. The housing advocate will be required to have a network of available housing within San Bernardino County. This includes developing or having an established pool of housing resources and developing a network with rental management companies and/or individuals that have rental properties. The housing advocate will assist DCS clients or families secure affordable housing, this will include but not limited to, helping clients complete rental applications, obtaining credit checks, and developing housing budgets.

5. Family Resource Centers

a. Goals

- 1) Work toward creating environments that increase protective factors, such as developing community connections, improving access to resources, reducing social isolation, improving social skills and empowering families. These centers share the key principles of family support, resident involvement, public/private partnership, community building and shared accountability. Services provided by Family Resource Centers are delivered in a collaborative effort with other community agencies to offer a continuum of services to stabilize individuals and families.
- 2) Individuals and/or the entire family (see "Family" definition on Page 4) may actively participate in programs and services that include strengths-based and holistic, family-based intervention strategies that will improve the emotional and psychosocial well-being of the child and family unit and prevent future individual and family crises/abuse.
- 3) Successful Centers collaborate with other community agencies to establish culturally competent and sensitive, user-friendly and seamless family support services. Professional relationships are developed and maintained with all clients. Family Resource Centers establish a community advisory forum consisting of parents, relative caretakers, community members and other interested parties who receive and provide services at the Center.

b. Facilities

- 1) Family Resource Center facilities must be adequate in size to meet the needs of clients and the community. Facilities should reflect a "home-like" atmosphere. In addition to therapeutic offices, the facility should have meeting rooms, a resource center, a child development area that is well-equipped and comfortable for infants, toddlers, and pre-schooled age children, recreational room and community kitchen.
- 2) Family Resource Centers should offer extended and weekend hours. Services should also be offered on a "walk-in" basis.
- 3) Agencies establishing Family Resource Centers must develop formal collaborations with other community based organizations, non-profit, faith-based organizations or private agencies. Letters of intent to collaborate must be submitted with the proposal; however, Formalized Agreements between agencies must be received prior to contract approval by the Board of Supervisors. Additional preference may be given to those agencies that propose to be the lead agency.
- 4) Input on program services must be obtained from a variety of individuals including but not limited to community residents, parents

(consumers), relative caretakers, civic groups, and school personnel.

- 5) Additional consideration may be given to Proposers who establish Family Resource Centers in geographic areas that historically are considered isolated, rural or under-served.
- 6) The purchase or lease of real property will not be allowed with funds under this program. Nor will funds be available for the construction or renovation of facilities.

6. Program Considerations

- a. Clients referred by DCS must have priority in accessing program services. The general community may access services, if agency capacity and funding are sufficient.
- b. Agencies must have appropriate staffing levels and ensure that professional staff has appropriate licenses and credentials.
- c. Agencies should offer extended and weekend hours.
- d. Agencies establishing collaborations with other community based organizations, non-profit faith based organizations or private agencies to provide services should formalize those agreements. Letters of intent to collaborate must be submitted with the proposal; however, Formalized Agreements between agencies must be received prior to taking the contract to the Board of Supervisors.
- e. Input on program services must be obtained from a variety of individuals, including but not limited to community residents, parents (consumers), relative caretakers, civic groups, and school personnel.
- f. It is anticipated that services are to be provided countywide. Additional consideration may be given to proposers who provide services in geographic areas that historically are considered isolated, rural or underserved.
- g. The County discourages the purchase of equipment with funds received under this program. Contractor must obtain prior approval from the County before making equipment purchases. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which has a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of the contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the County upon contract termination.
- h. Agencies must ensure that facilities are adequate in size to meet the needs of clients and the community.
- i. Agencies will be required to attend DCS Quarterly Contractor's Meetings and other periodic meetings as determined by the County for training and discussion purposes.

- j. Service models should be time-limited and evidence-based and align with County mandates and program goals to protect children and families from abuse or neglect and provide services that assist them in keeping their families intact or reuniting in instances of separation.
- k. Successful applicant agencies will be given access to and trained on utilizing ETO® software to input referral, services, and Impact Evaluation data on a regular basis.
- l. State-funded programs require a 10 percent cash or in-kind match, other than funding provided by CDSS. (18961(a)(5) W&I Code)
- m. Federally-funded programs must be allocated at a minimum of 20 percent (20%) of the total County allocation for each of four service categories: Family Preservation, Family Support, Adoption Promotion and Support, and Time-limited Reunification. The County recognizes that not all Proposers will be able to provide services in all four categories at a minimum of 20 percent; however, agencies should not underestimate their ability to respond to clients who may fall in any one, combination of, or all four service categories.

V. CONTRACT REQUIREMENTS

A. General

Contracts resulting from this procurement may include the terms contained below. If the Proposer has any objections to these terms, these objections must be addressed in the proposal or the objections will be deemed to have been waived.

- 1. Representation of the County
In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- 2. Contract Assignability
Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- 3. Subcontracting
Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- 4. Contract Amendments
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including the CDSS Manual of Policies and Procedures Chapter 23, Section 23-602 (Code of Conduct). In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Grievance Procedure (Attachment B1 and B2) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

7. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

9. Child Abuse

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
10. Department of Justice Clearance
Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
11. Pro-Children Act of 1994
Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 USC 6081 et seq.).
12. Americans with Disabilities Act
Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
13. Health and Safety
Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.
14. Environmental Regulations
EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 32).
State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

15. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76:

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 CFR Part 76, Section 76.200) by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal.

16. Invoices

Contractor will provide invoices once a month to County by the 15th calendar day following the month of service.

17. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

18. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

19. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing and by telephone to the County.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

21. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

22. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for two (2) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

23. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

24. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

25. Electronic Fund Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under the Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not

less than one million dollars (\$1,000,000). If Contractor provides transportation to one or more clients at any time, the automotive liability insurance policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).

- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate, or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of County contracted services.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage above required, including endorsements, prior to the commencement of performance of County contracted services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional

types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver is for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal, and State representatives for a period of three years after the final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and California Department of Social Services Manual of Policies and Procedures, Division 21 and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HS Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS Contracts Unit will supply a sample of the Plan format. The Contractor will be monitored by HS Contracts Unit staff for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIAL

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or

any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

4. Proposals must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph E - Proposal Submission Deadline.
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and five (5) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – CAPIT and PSSF RFP HS 07-04".
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - A letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the Request for Proposal for CAPIT and PSSF (RFP HS 07-04).
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic.
3. Statement of Certification – Must include:
 - a. A concise statement of the services proposed and the overall cost.
 - b. A statement that the Proposer will provide the services as described in the proposal for a one-year period beginning no later than July 1, 2008.

- c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
 - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
 - i. A list of Former County Officials (as defined in Section VII) affiliated with the organization/firm. If none, so state.
4. Proposal Description – Proposal should:
- a. Address, but not be limited to, all items in Section IV, Paragraph D - Program Description.
 - b. The County has attempted to simplify this portion of the proposal by asking specific questions about the agency and the proposed program and services.

A space limit is specified for each section. Any portion of the answer that exceeds the specified length may be disregarded.

Space
Limit

1) Introduction and Understanding Need for Services

2
pages

- a) Summarize the proposer's understanding of the need for program services and provide a general description of proposer's programs, services, and mission statement, and provide a narrative of the proposed plan to achieve the program objectives and requirements. (Refer to Section IV, D. Program Description).
- b) Describe agency's successes in serving the proposed population.

- c) Describe significant barriers encountered in serving the proposed populations.
- d) Explain how the proposer will meet any Program Considerations as required.
- e) Provide any Milestone and deliverable charts, as applicable.
- f) Explain any assumptions and/or constraints, if applicable.

2) Experience and Staffing Levels

- a) Describe proposer's experience in delivery of services to children and families. Include the agency's programs and services currently offered and client population served. Describe any collaborative experience.
- b) Describe proposer's staffing capacity, i.e. number of staff members, levels of expertise, credentials, and how staff will be used to provide services. (Attach resumés for staff members who will be directly involved in administering and providing proposed programs and services).

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pages

3) Program Services and Strategies

- a) Describe **in detail** your proposed services and list on Program Services and Targets (Attachment C).

Provide any other descriptive information that will help to provide a clear understanding of services the agency will provide and how services will be delivered. This section should include the following:
 - 1. Intake and referral process
 - 2. Length of Service
 - 3. Days and hours services are offered
 - 4. Service Locations (physical sites)
 - 5. State the result(s) to be achieved by the delivery of service
 - 6. Referral sources
- b) Identify how services will be delivered (methodology, techniques and innovations used), list targeted populations, and # of clients to be served.
- c) Describe the plan, policies, procedures, and strategies to ensure that services will be provided continuously throughout the contract period. State conditions under which services would be terminated or cases otherwise closed.

6
pages

4) Collaborative Efforts and Community Outreach

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pages

- a) Describe the proposer's plan for establishing a Family Resource Center and/or how the agency will collaborate with another agency establishing a Family Resource Center. The Family Resources Center should include the "core services" listed in Section IV, Paragraph D.
- b) Describe the proposer's experience working with local collaboratives and/or other agencies (private, non-profit, etc). Explain how collaborative efforts will provide broad-based support to clients and the community at large.
- c) Describe how services will be publicized and community awareness of services increased, including how the agency will let other service providers know about the proposed services.
- d) Describe the linkages developed between the agency and other agencies and other service systems under the four categories: Prevention, Support, Time-limited Reunification, and Adoption Promotion and Support. Of particular interest are any linkages with CalWORKs, substance abuse and mental health treatment systems.
- e) Detail the steps that will be taken to establish a community advisory forum.

5) Cultural Responsiveness

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pages

San Bernardino is a diverse County with both urban and rural areas and a wide mix of ethnicity. This provides a challenge to agencies attempting to involve themselves at the family and individual levels. Outreach to the community is impacted by this diversity. In this section, the proposer is asked to define the proposed program in these terms.

- a) Describe how services will be provided in ways accessible to diverse and isolated populations.
- b) Describe how services will be culturally competent and sensitive to target populations.

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6) Outcome Based Measurements and Evaluation

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A standardized web-based impact evaluation system managed by the County, will be used by agencies to collect information on all DCS referrals and client families receiving services by the contractor. Emphasis will be on entering information when the referral is made, the efforts the agency has made to recruit, engage, and follow up with the family, the services given to each family member, and the outcomes per family member. Outcome measures are an integral component of any program. Customized reports will be provided to each agency on a quarterly basis on the progress of engaging clients.

- a) Identify the specific goals and outcomes that proposed services will attempt to achieve.
- b) Identify the methods to be used to recruit, engage, and follow up to ensure delivery of services.
- c) Describe the proposer's evaluation process to assure that in administering and conducting service programs, the privacy and dignity of the children and families served will be of paramount concern.
- d) Describe the agency's strategy for dealing with any negative program/service trends revealed by the customized reports.

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7) Geographic Equity

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Identify geographic areas (including geographical boundaries) to be served. Some general regional areas include:

- Central – including the greater San Bernardino area and Mountain communities
- Eastern – including Yucca Valley and Morongo
- Northern Desert – including Barstow, Needles, Victorville
- Western – including Rancho Cucamonga, Rialto

Extra consideration may be given for those agencies that will serve remote and isolated areas of the County, or Countywide.

8) Program Budget/Cost Reasonableness

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- a) Describe how the percentage of staff time allocated to direct services was determined.
- b) Describe how operational costs were determined.
- c) Describe how the 10 percent required match would be met as required for state funded programs.
- d) Complete Program Budget (Attachment D).

5. Statement of Experience:
- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
 - c. A statement that the prospective Contractor has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Describe experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last three years, which involve similar type projects, show for each such contract:
 - 1) Date of termination or completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
 - h. Identify controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - i. Identify financial interest in other lines of business. If none, so state.
 - j. Disclose pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - k. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - l. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, and percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.
7. Audited Financial Statements - Submit three annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.

Submit an agreement to the right of the County, State and federal governments to audit the prospective Contractor's financial and other records.
8. Insurance – A statement that the Proposer will obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements prior to the delivery of service.
9. Program Budget – It is anticipated that any Contract(s) awarded will be a cost-reimbursement contract. Submit Program Budget (Attachment D) for cost analysis purposes.

Agencies shall demonstrate the existence of a 10% cash or in-kind match, other than funding provided by CDSS, as required for state-funded programs (18961 (a) (5) W & I Code).
10. Complaint and Grievance Procedures - A statement that the Contractor will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in Attachment B1 and B2, **or** provide a copy of the Contractor's Complaint and Grievance Procedure.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective Contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Introduction and Understanding Need for Services
- b. Experience and Staffing Levels
- c. Program Services and Strategies
- d. Collaborative Efforts and Community Outreach
- e. Cultural Responsiveness
- f. Outcome Based Measurements and Evaluation
- g. Geographic Equity
- h. Program Budget/Cost Reasonableness

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for the Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

SUMMARY OF WELFARE AND INSTITUTIONS (W&I) CODE 16507.7 (edited)

Course Requirements:

- The number of hours for each Course shall be sufficient to meet all the requirements specified.
- Each course shall not last more than six (6) months.
- Each parenting course is encouraged to have a maximum parent to teacher ratio of 15 parents for one (1) teacher. *
- Each parenting course is encouraged to have an initial assessment and interview of each parent enrolled in the course. *
- Each parenting course shall have a preliminary examination prior to the start of the parenting course and an examination at the conclusion of the parenting course to measure changes in parental attitudes.
- Each parenting course shall have a written agreement with each parent with respect to the responsibilities a parent must satisfy in order to pass the course.

Curriculum Requirements:

- Building self-esteem, including, but not limit to, parents' building a positive parental identity and building self -esteem of their children.
- Handling stress and anger.
- The growth and development of children, including, but not limited to, safety, nutrition and health
- Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children.
- Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect.
- Learning boundaries of permissible sexual conduct by adults with regard to children.
- Respect for, and sensitivity to, cultural differences in child rearing practices in addressing all of the topics listed above.

Parenting Course Staff Requirements:

The staff of each parenting course shall have training in the following areas:

- The prevention of child abuse and neglect.
- Parenting techniques.

Vendor Requirements to DCS:

Each parenting course shall provide for each participant, to the County Welfare Department in the county where the class was taught and to the County Welfare Department that referred the client the following information:

- Level of participation of clients.
- Number of course hours completed.
- Topics covered during attendance in class by a parent.
- Topics covered during a parent's absence from class.
- Assessment of a parent's gain in his or her knowledge about parenting as demonstrated by tests prior to and after the parenting course.

* WIC 16507.7 uses *encourage* in-place of *shall* in the language.

COMPLAINT AND GRIEVANCE PROCEDURE

(Instructions: The participant is to read and receive the top portion of this form. The bottom portion of the form is to be signed by service recipient and placed in the contractor's records.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance. The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to your Service Provider's Supervisor/Manager (whichever is applicable).

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to:

Program Development Division
825 East Hospitality Lane --2nd Floor
San Bernardino, CA 92415-0079
Attn: Deputy Director

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

.....
GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services Grievance Procedure.

Signature of Service Recipient

Date

PROCEDIMIENTO DE DEMANDAS Y QUEJAS

(Instrucciones: El participante tiene que leer y firmar este formulario. La sección de arriba se queda con el participante del servicio y la sección de abajo se queda con el archivo del contratista.)

Si usted piensa que ha sido discriminado, o que han habido violaciones de leyes y reglamentos han ocurrido, o si tiene un problema con los servicios que recibió, tiene el derecho de presentar una queja formal.

Tiene que seguir los siguientes procedimientos para presentar una queja formal:

1. Tiene que poner la demanda/queja por escrito y hablar con su contratista/proveedor de servicios.

Plazo de tiempo: Una semana después del problema/discriminación/violación ocurrió.

Si el problema ha sido resuelto en este nivel, no requiere mas acción. Si el problema no es resuelto durante 10 días consecutivos, continúe con el proceso #2.

2. Mande el procedimiento/queja escrito a su trabajador/trabajadora social.

Plazo de tiempo: Una semana después del proceso #1.

Si el problema ha sido resuelto en este nivel, no requiere mas acción. Si el problema no es resuelto durante 20 días consecutivos, continúe con el proceso #3.

3. Mande el procedimiento/queja a:

Program Development Division
825 East Hospitality Lane – 2nd Floor
San Bernardino, CA 92415-0079
Attn: Deputy Director

Plazo de tiempo: una semana después del proceso #2.

Si el problema ha sido resuelto en este nivel, no requiere mas acción.

Si el problema no es resuelto después de lo procesos 1-3, mande una copia del procedimiento/queja escrito a:

Human Services, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

Si alguna acción es tomad, será contactado dentro de los próximo 10 días. Nota: Todos estos procesos tienen que ser seguidos en el orden en que son presentados.

CERTIFICACION DEL PROCEDIMIENTO DE QUEJAS

Esto es para certificar que yo he leído, entiendo, y recibí una copia del Procedimiento de Quejas del Condado de San Bernardino de Servicios Humanos.

Firma del Participante de Servicio

Fecha

Name of Agency: _____

Program Services and Targets for Fiscal Year 2008 - 2009 Funding

Program Services & Service Location Sites (Use a service title that gives a clear understanding of the service that will be provided. Monthly Reports are to reflect these same service titles exactly). Attach Narrative Description.	Percent of				Area(s) Served	Annual Number of Sessions or Classes (include frequency; e.g., 1X/wk, 1X/mo, etc. and duration; e.g., 8 wks, 6 mos.)	X	Average Number of Contacts (new and recurring clients) per Session or Class	=	TOTAL ANNUAL NUMBER OF CONTACTS	X	Average Hour(s) per Session or Class (In decimals)	=	TOTAL ANNUAL HOURS OF SERVICE
	Preservation	Family Support	Time-Limited Reunification	Adoptions Promotion and Support										
EXAMPLE: PARENTING CLASSES 1234 Any Street, San Bernardino 92415					S.B. & REDLANDS	52 (2X/wk; 8 wks)		10		520		1.5		780
TOTALS														

Name of Agency: _____

Program Budget
July 1, 2008 – June 30, 2009

I. PROGRAM COSTS

List only those items of cost which are chargeable, in whole or part, to the program.

A. Salaries and Benefits

(1)

(2)

(3)

COST ITEM	TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Job Title:			
Salary:			
Benefits:			
2. Job Title:			
Salary:			
Benefits:			
3. Job Title:			
Salary:			
Benefits:			
4. Job Title:			
Salary:			
Benefits:			
5. Job Title:			
Salary:			
Benefits:			
SUBTOTALS			

B. Operational Costs

(1)

(2)

(3)

(4)

COST ITEM	TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13. SUBTOTALS			
14. SUBTOTALS, (A) above			
15. TOTALS			

II. CASH/IN-KIND TO MEET REQUIRED MATCH FOR STATE FUNDING

List all cash/in-kind income, other than funding provided by CDSS, which will be used to provide the 10% match as required for state-funded programs (18961 (a) (5) W & I Code).

(1) SOURCE OF CASH INCOME	(2) AMOUNT NON-GOVERNMENTAL
1.	
2.	
3.	
4.	
5.	
6. TOTAL	
(3) SOURCE OF IN-KIND (NON-CASH) INCOME	(4) VALUE
1.	
2.	
3.	
4.	
5.	
6. TOTAL	

III. BUDGET NARRATIVE

Attach an explanation of how program costs and the value of each in-kind item was determined.

Name of Agency: _____

RFP CHECKLIST

Proposals submitted in response to RFP HS 07-04 Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) must be delivered to the following address no later than 4:00 p.m., Wednesday, March 12, 2008.

County of San Bernardino
Human Services
ATTN: Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515

One original and five (5) unbound copies of the written proposal are required. Each proposal must include the following items:

1. ☐ Cover Page
2. ☐ Table of Contents
3. ☐ Proposal Checklist – Attachment E
4. ☐ Statement of Certification
5. ☐ Proposal Description
6. ☐ Statement of Experience
7. ☐ Subcontractor Information
8. ☐ Financial Statements
9. ☐ Insurance
10. ☐ Complaint and Grievance Procedures – Attachment B1 and B2
11. ☐ Program Services and Targets – Attachment C
12. ☐ Program Budget – Attachment D